

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

ROBERT DOMINGUEZ  
AND EMMA DOMINGUEZ,

Plaintiffs,

v.

STATE FARM LLOYDS,

Defendant.

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No. \_\_\_\_\_

JURY DEMAND

**DEFENDANT'S NOTICE OF REMOVAL**

TO THE HONORABLE COURT:

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant State Farm Lloyds ("State Farm") files this Notice of Removal to the United States District Court for the Northern District of Texas, Dallas Division, on the basis of diversity of citizenship and amount in controversy and respectfully shows:

**I.**

**FACTUAL AND PROCEDURAL BACKGROUND**

1. On February 24, 2015, Plaintiffs Robert Dominguez and Emma Dominguez filed their Original Petition and Request for Disclosure in the matter styled *Robert Dominguez and Emma Dominguez v. State Farm Lloyds*, Cause No. DC-15-02103, in the 134th Judicial District Court of Dallas County, Texas. The lawsuit arises out of a claim Plaintiffs made for damages to their property under an insurance policy with State Farm.

2. Plaintiffs served State Farm with a copy of the Original Petition and Request for Disclosure on or about April 13, 2015.

3. Defendant State Farm files this Notice of Removal within 30 days of receiving Plaintiffs' pleading. *See* 28 U.S.C. §1446(b). In addition, this Notice of Removal is being filed within one year of the commencement of this action. *See id.*

4. All pleadings, process, orders, and other filings in the state court action are attached to this Notice as required by 28 U.S.C. §1446(a). A copy of this Notice is also concurrently being filed with the state court and served upon the Plaintiffs. As required by 28 U.S.C. § 1446(a), and Rule 81.1 of the Local Rules for the United States District Court of the Northern District of Texas, being filed simultaneously with the filing of this Notice of Removal is an Index of State Court Documents, which is attached hereto as Exhibit "A." A copy of the Case Summary sheet is attached hereto as Exhibit "B." A copy of Plaintiffs' Original Petition and Request for Disclosure is attached hereto as Exhibit "C." A copy of the Jury Demand is attached hereto as Exhibit "D." A copy of the Notice of Dismissal Hearing dated March 6, 2015 is attached hereto as Exhibit "E." A copy of the Citation to State Farm Lloyds issued April 10, 2015 is attached hereto as Exhibit "F." A copy of the Citation to State Farm Lloyds issued April 30, 2015 is attached hereto as Exhibit "G." A copy of the Notice of Dismissal Hearing dated April 30, 2015 is attached hereto as Exhibit "H." A copy of Defendant's Original Answer to Plaintiffs' Original Petition is attached hereto as Exhibit "I." A second copy of the Notice of Dismissal Hearing dated April 30, 2015 is attached hereto as Exhibit "J." Also included with this filing are Defendant's Certificate of Interested Persons, which is attached hereto as Exhibit "K," and a Supplemental Civil Cover Sheet.

5. Venue is proper in this Court under 28 U.S.C. §1441(a) because this district and division embrace Dallas County, Texas, the place where the removed action has been pending and where the incident giving rise to this lawsuit took place.

**II.**  
**BASIS FOR REMOVAL**

6. Removal is proper based on diversity of citizenship under 28 U.S.C. §§1332(a), 1441(a) and 1446.

**A. The Parties Are Of Diverse Citizenship**

7. Upon information and belief, at the time this action was commenced and currently Plaintiffs are residents of Dallas County, Texas, and citizens of the State of Texas. *See* Pls' Original Pet. and Request for Disclosure ¶ 3, attached hereto as Exhibit "C."

8. Defendant State Farm, is, and was at the time the lawsuit was filed, a citizen of the states of Illinois, Colorado and Pennsylvania. State Farm Lloyds is a "Lloyd's Plan" organized under Chapter 941 of the Texas Insurance Code. It consists of an association of underwriters, each of whom, at the time this action was commenced were, and still are, citizens and residents of the states of Illinois, Colorado and Pennsylvania. Therefore, State Farm Lloyds is a citizen and resident of the states of Illinois, Colorado and Pennsylvania for diversity purposes. *Royal Ins. Co. v. Quinn-L Capital Corp.*, 3 F.3d 877, 882 (5th Cir. 1993); *Massey v. State Farm Lloyd's Ins. Co.*, 993 F. Supp. 568, 570 (S.D. Tex. 1998 ("the citizenship of State Farm Lloyds must be determined solely by the citizenship of its members, or underwriters."); *Rappaport v. State Farm Lloyd's*, 1998 WL 249211 (N.D. Tex. 1998) (finding that State Farm Lloyd's is an unincorporated association whose members are completely diverse with Plaintiff, and denying remand).

**B. The Amount in Controversy Exceeds \$75,000.00**

9. This is a civil action in which the amount in controversy exceeds \$75,000.00. In their complaint, Plaintiffs bring a variety of claims arising from the allegation that "Defendant and/or its agent improperly adjusted Plaintiffs' claim." *See* Pls' Original Pet. and Request for

Disclosure ¶ 14, attached hereto as Exhibit “C.” Specifically, but without limitation, Plaintiffs allege that State Farm breached the insurance policy number 58-QB-6553-0, with a Dwelling Limit of \$142,240.00, a Dwelling Extension Limit of \$14,224.00, a Contents Limit of \$106,680.00, and an Additional Living Expense Limit of the Actual Loss Sustained, for the property located at 10402 Harvest Road, Dallas, Texas 75217-7812 (the property giving rise to the present dispute). *See* Exhibit “L,” Declaration of Scott L. Rogers, attached hereto and fully incorporated herein as if set out in full. In determining the amount in controversy, the Court may consider “policy limits ... penalties, statutory damages, and punitive damages.” *St. Paul Reinsurance Co., Ltd. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998).

10. Plaintiffs further allege that State Farm violated the Texas Insurance Code, violated the Texas Deceptive Trade Practices Act, and breached the duty of good faith and fair dealing. Plaintiffs seek actual damages, consequential damages, penalty interest, pre-judgment interest, attorney’s fees, additional damages, exemplary damages, treble damages, and post-judgment interest. Based on the limits of the underlying insurance policy and the allegations set forth in Plaintiffs’ Original Petition and Request for Disclosure, the amount in controversy in this case exceeds the \$75,000.00 jurisdictional requirement.

### **Conclusion and Prayer**

All requirements are met for removal under 28 U.S.C. §§ 1332, 1441, and 1446. Accordingly, Defendant State Farm Lloyds hereby removes this case to this Court for trial and determination.

Respectfully submitted,

/s/ Rhonda J. Thompson

Rhonda J. Thompson

State Bar No.: 24029862

Scott L. Rogers

State Bar No.: 24064369

**THOMPSON, COE, COUSINS & IRONS, L.L.P.**

700 N. Pearl Street, 25th Floor

Dallas, Texas 75201

Telephone: (214) 871-8200

Facsimile: (214) 871-8209

Email: [rthompson@thompsoncoe.com](mailto:rthompson@thompsoncoe.com)

Email: [slrogers@thompsoncoe.com](mailto:slrogers@thompsoncoe.com)

**COUNSEL FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that on the 13th day of May, 2015, a true and correct copy of the foregoing was delivered to the following counsel of record by electronic service and/or facsimile transmission and/or certified mail, return receipt requested:

Jessica Taylor

THE LAW OFFICE OF JESSICA TAYLOR

14100 San Pedro, Suite 205

San Antonio, Texas 78232

*Counsel for Plaintiffs*

/s/ Rhonda J. Thompson

Rhonda J. Thompson